

from the desk of **Walter L. Krochmal**

TRANSLATION CERTIFICATE OF ACCURACY

Friday 22 March, 2023

To Whom It May Concern:

I hereby warrant that I have translated one (1) document from Spanish to English for Timothy Barbetta, Esq. of Constangy, Brooks, Smith & Prophete, LLP, 175 Pearl Street, Suite C-402, Brooklyn, NY 11201 titled “GonzalezArbitrationAgreement.” This is a faithful and accurate translation of the original document in Spanish, performed to the best of my abilities. After completing the first draft of said translation, same has been finalized in consultation with Mr. Barbetta for legal terms of art and vocabulary specific to the industry that said document covers. After finalizing the foregoing translation, I also reviewed the original English-language document in comparison with the original Spanish-language document and believe the latter is a reasonable translation of the former.

I further warrant that I am a freelance Federally Certified Court Interpreter and Expert Witness based in the Southern District of New York, the top certification for linguists working in Spanish in the United States federal legal system. Please direct any inquiries to me at the contact information below.

Signed,



Walter L. Krochmal

Federally Certified Court Interpreter

NON-DISCLOSURE AGREEMENT AND RECEIPT OF HANDBOOK

Initials: [N.G.] I acknowledge that I have received a copy of the Handbook for Staff Members from The Cheesecake Factory and other training materials pertaining to my position. I understand that this Handbook and other materials contain important information about certain of The Cheesecake Factory's general staff policies and about my privileges and obligations as a staff member of this Company. I acknowledge that it is my responsibility to read and comply with the standards contained in all materials. I am aware that The Cheesecake Factory can, at its own discretion, change, rescind or add policies, rules, benefits and practices described in this handbook or other training materials and that I must comply with the new policies and practices.

Initials: [N.G.] I understand and acknowledge that the Company's Handbook for Staff Members establishes specific rules and guidelines for the conduct of staff members ("That Which Is Prohibited"). It is my responsibility to comply with these rules and guidelines, as well as with other rules and guidelines that the Company may establish from time to time. I understand that the "List of That Which Is Prohibited" is not a comprehensive list of prohibited conduct and that any violation of this "List of That Which Is Prohibited" or of any prohibited conduct can give rise to disciplinary actions which can also lead to dismissal.

Initials: [N.G.] I also understand that the Handbook and other training materials are not and should not be considered an outright or implied employment agreement or contract. Furthermore I acknowledge and understand that my employment with The Cheesecake Factory is, and will at all times be at will. This means that I have the right to terminate my employment at any time, for any reason and without providing cause. Likewise, The Cheesecake Factory can terminate my employment at any time, for any reason and without providing a reason, with or without cause.

Initials: [N.G.] I understand that I will be given or be exposed to materials considered property of the Company and confidential, such as the Handbook, the Development Guides which are the exclusive property of The Cheesecake Factory, and are targeted solely for use of staff members. I understand that I cannot share, sell, photocopy or distribute any of these materials to any other individual, business or corporation, whether during my employment or after same. Also, depending on my position, I will be exposed to recipes and methods of preparation that are highly confidential and that I cannot reveal or share this information with anyone for any reason, whether during my employment or after same. In signing this document, I am agreeing not to divulge said recipes, ingredients or methods of preparation, either verbally or in writing, to any other person at any time or for any reason. I also understand that possessing or having copies of the recipes for any use that is unrelated to the Company or for the use of others is a violation of Company policy. Upon termination of my employment, I shall return all copies of recipes and methods of preparation that may be in my possession. I understand that I am bound to this Non-Disclosure Agreement during and after my employment with The Cheesecake Factory. Lack of compliance with this Non-Disclosure Agreement could give rise to disciplinary action, dismissal and/or legal action.

Initials: [N.G.] I understand that The Cheesecake Factory has a written Injury and Illness Prevention Program (IIPP), which is in compliance with state Health and Occupational Safety laws, as well as with General Industry Safety Orders. The IIPP is managed at the restaurant by the General Manager with the assistance and guidance of the restaurant Safety Manager. I also understand and acknowledge that it is my responsibility to read The Cheesecake Factory's Safety Policy and to comply with the requirements of said policy.

Initials: [N.G.] I understand and acknowledge that the Company has a zero-tolerance policy on drugs and alcohol. Moreover I understand that, in accordance with Company drug and alcohol policy, Company can conduct tests on staff members suspected of using drugs/alcohol on the job or who report for work under the influence of alcohol or drugs after suffering a work-related injury or accident.

Initials: [N.G.] I understand and acknowledge that the Company employs the “Rates in Effect” method to determine applicable overtime rates. I understand that under this method, if I perform work under two different classifications, I will be paid time and a half of normal salary according to the classification of the work that I carry out during the time in which I am eligible for overtime pay.

Initials: [N.G.] I acknowledge that differences may arise between the Company and I during and after my employment with the Company. I agree to participate in an impartial conflict resolution proceeding as a condition of, and in consideration of the Company's offer of employment. If either I or the Company determine that the company's internal procedures for handling claims (including but not limited to reporting complaints to the Manager, the Operations Director, to CARE LINE, and/or to the Personnel Relations Department) have not produced a mutually acceptable resolution to any dispute between the Company and myself, I agree to participate in an arbitration procedure.

Initials: [N.G.] I agree to inform the Manager on duty if I am feeling any symptoms related to illnesses caused by “The Big Four” foodstuffs or other illnesses/conditions that contribute to food contamination. I also agree to follow recommended best practices for prevention of said illnesses.

Name of Staff Member (Block Letters): _____ Noé Gonzalez _____

Signature: _____ Noé Gonzalez _____ Date: _____ 02/04/09 _____

Location of The Cheesecake Factory: _____ Huntington Sta. _____

Work Group _____

Remove this page from the Handbook. Photocopy this signed form and deliver to staff member; place the original in staff files.